

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)		SET ASIDE <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT		TYPE: <b>SB</b>		PAGE 1 OF PAGES 17	
1. REQUEST NO. DTFANM-12-Q-00198		2. DATE ISSUED 9/11/2012		3 REQUISITION/PURCHASE REQUEST NO. AL-13-00017		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	
5a. ISSUED BY FAA- WESTERN LOGISTICS SERVICE - AAQ-530						6. DELIVER BY (Date) Per Order	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY OTHER <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> (SEE SCHEDULE)	
NAME  MICHAEL WIDELL		TELEPHONE NUMBER AREA CODE 425		NUMBER 227-2042		9. DESTINATION a. NAME OF CONSIGNEE FAA	
8. TO BE COMPLETED BY QUOTER:						b. STREET ADDRESS COLD BAY, AK	
a. NAME		b. COMPANY				c. CITY	
c. STREET ADDRESS						d. STATE AK	
d. CITY		e. STATE		f. ZIP CODE		e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date)  09/25/2012  By 4:00 P.M. PT		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Diesel fuel and Gasoline to be delivered to Cold Bay, AK						
12. DISCOUNT FOR PROMPT PAYMENT OFFERED		a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)		c. 30 CALENDAR DAYS (%)	
						d. CALENDAR DAYS NUMBER PERCENTAGE	
<b>NOTE:</b> Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER							
b. STREET ADDRESS				16. SIGNER			
				a. NAME (Type or print)		b. TELEPHONE	
c. COUNTY						AREA CODE	
d. CITY		e. STATE		f. ZIP CODE 1		c. TITLE (Type or print)	
						NUMBER	

## REQUEST FOR QUOTE

The Federal Aviation Administration (FAA) is requesting quotes for an estimated 14,460 gallons, annual requirement, Diesel Fuel #1 (HS1), winter blend and an estimated 1500 gallons, annual requirement, of Unleaded Gasoline to be delivered to the FAA facility at Cold Bay, Alaska. Delivery of diesel heating fuel is to be made on an on-call/auto-fill basis starting in October 2012 through September 2013, into 1/1000 gallon and 4/500 gallon AST's, using a tank wagon and hose. Delivery of gasoline is to be made on an on-call basis starting in October 2012 through September 2013, into 1/1000 gallon UST, using a tank wagon and hose.

*Quantity is estimated only and not a guarantee of a purchase amount.*

**Delivery Locations:**

1. FAA Cold Bay Shop, 1/1000 gallon AST. Diesel Fuel #1
2. FAA LIVQ, House #'s 141, 142, 144, and 145, 4/500 gallon AST. Diesel Fuel #3
3. FAA Compound, Cold Bay Airport. 1/1000 gallon UST. Unleaded Gasoline

**Requirements are effective from date of award to 9/30/2013. Contractor will top off FAA tanks at Cold Bay prior to 9/30/2013 and then delivery will be withheld until a new contract is awarded. FAA is not required to compensate for any deliveries made outside the contract period of performance.**

The Contractor is responsible for compliance with all applicable environmental laws and regulations in effect at the time of delivery. Contractor is also responsible for any costs associated with spills that may occur during transport and filling of the FAA's tanks.

**Price Changes:** The FAA understands that fuel prices fluctuate throughout the year. If the price per gallon at the time of delivery exceeds the price quoted, Contractor must notify the Contracting Officer of the price change before delivery of fuel. Disregard of prior notification of price change from Contractor will result in acceptance of quoted price as the price to be charged to FAA.

**Security:** Escort is not required.

**Invoicing:** Invoices and delivery tickets must include: the type of fuel delivered, quantity of fuel delivered, building number/location of delivery, and FAA contract number. Contractors will not be paid based on submittal of delivery ticket alone, nor will incomplete delivery tickets be accepted. One copy must be faxed to the COR, Sherry McCown (907) 271-3306.

<b>Send original invoice/delivery ticket to:</b> Federal Aviation Administration AMZ-110, Accounts Payable P.O. Box 25710 Oklahoma City, OK 73125	<b>Send a copy of the invoice/delivery ticket to:</b> Federal Aviation Administration Attn: Sherry McCown 301 East 56 <sup>th</sup> Avenue Anchorage, AK 99518 PHONE: 907-271-6772, FAX: 907-271-3306
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**QUOTE:**

**Quoted price shall include the price of product, transportation, and any other delivery charges for products to be delivered to the FAA facilities at Cold Bay, Alaska.**

**1. Diesel Fuel #1 (HS1) –**

**14,460 Gallons    x    \$\_\_\_\_\_ per gallon    =    Total \$\_\_\_\_\_**

**2. Unleaded Gasoline**

**1500 Gallons    x    \$\_\_\_\_\_ per gallon    =    Total \$\_\_\_\_\_**

**Quotation Submitted By:\_\_\_\_\_**

**Title/Position:\_\_\_\_\_**

**Company:\_\_\_\_\_**

**Tax ID Number:\_\_\_\_\_    Date:\_\_\_\_\_**

**Telephone number:\_\_\_\_\_    Fax number:\_\_\_\_\_**

## CONTRACT CLAUSES

### **3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

### **3.1.7-2 Organizational Conflicts of Interest (August 1997)**

### **3.1.7-5 Disclosure of Conflicts of Interest (March 2009)**

### **3.2.2.3-25 Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (October 2011)**

### **3.2.2.3-27 Subcontractor Cost or Pricing Data (July 2004)**

### **3.2.2.3-37 Notification of Ownership Changes (July 2004)**

### **3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)**

### **3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**

### **3.2.2.8-1 Material Requirement (April 2009)**

### **3.2.2.8-3 Delivery of Excess Quantities (April 1996)**

### **3.2.5-1 Officials Not to Benefit (April 1996)**

### **3.2.5-3 Gratuities or Gifts (January 1999)**

### **3.2.5-4 Contingent Fees (October 1996)**

### **3.2.5-5 Anti-Kickback Procedures (October 2010)**

### **3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**

### **3.3.1-1 Payments (April 1996)**

### **3.3.1-6 Discounts for Prompt Payment (May 1997)**

### **3.3.1-7 Limitation on Withholding of Payments (May 1997)**

### **3.3.1-8 Extras (May 1997)**

### **3.3.1-9 Interest (September 2009)**

### **3.3.1-10 Availability of Funds (May 1997)**

### **3.3.1-15 Assignment of Claims (April 1996)**

### **3.3.1-33 System for Award Management (August 2012)**

### **3.3.1-34 Payment by Electronic Funds Transfer- System for Award Management (August 2012)**

### **3.3.2-1 FAA Cost Principles (October 1996)**

### **3.4.1-10 Insurance – Work on a Government Installation (July 1996)**

### **3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)**

### **3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (April 1996)**

### **3.6.2-3 Walsh-Healey Public Contracts Act Representation (October 2010)**

### **3.6.2-4 Walsh-Healey Public Contracts Act (October 2010)**

### **3.6.2-9 Equal Opportunity (August 1998)**

### **3.6.2-13 Affirmative Action for Workers with Disabilities (October 2010)**

### **3.6.2-16 Notice to the Government of Labor Disputes (April 1996)**

### **3.6.2-35 Prevention of Sexual Harassment (August 1998)**

### **3.6.2-39 Trafficking in Persons (January 2008)**

### **3.6.3-16 Drug Free Workplace (March 2009)**

### **3.6.3-17 Efficiency in Energy-Using Products (April 2008)**

### **3.6.4-2 Buy American Act--Supplies (July 2010)**

### **3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)**

### **3.8.2-9 Site Visit (April 1996)**

### **3.8.2-10 Protection of Government Buildings, Equipment, and Vegetation (April 1996)**

### **3.9.1-1 Contract Disputes (October 2011)**

### **3.9.1-2 Protest After Award (August 1997)**

### **3.10.1-7 Bankruptcy (April 1996)**

### **3.10.1-9 Stop-Work Order (October 1996)**

<b>3.10.1-12</b>	<b>Changes--Fixed-Price</b> (April 1996)
<b>3.10.1-22</b>	<b>Contracting Officer's Representative</b> (April 2012)
<b>3.10.1-24</b>	<b>Notice of Delay</b> (March 2009)
<b>3.10.1-25</b>	<b>Novation and Change-of-Name Agreements</b> (October 2007)
<b>3.10.2-1</b>	<b>Subcontracts (Fixed-Price Contracts)</b> (April 1996)
<b>3.10.2-6</b>	<b>Subcontracts for Commercial Items and Commercial Components</b> (April 1996)
<b>3.10.3-1</b>	<b>Definitions</b> (April 2012)
<b>3.10.3-4</b>	<b>Liability for the Facilities</b> (April 2004)
<b>3.10.4-2</b>	<b>Inspection of Supplies--Fixed-Price</b> (November 1997)
<b>3.10.4-16</b>	<b>Responsibility for Supplies</b> (April 1996)
<b>3.10.6-1</b>	<b>Termination for Convenience of the Government (Fixed Price)</b> (October 1996)
<b>3.10.6-4</b>	<b>Default (Fixed-Price Supply and Service)</b> (October 1996)
<b>3.11-14</b>	<b>Contractor Responsibility for Receipt of Shipment</b> (April 1999)
<b>3.11-17</b>	<b>Charges</b> (April 1999)
<b>3.11-21</b>	<b>Contractor Liability for Personal Injury and/or Property Damage</b> (April 1999)
<b>3.11-27</b>	<b>Contract Not Affected by Oral Agreement</b> (April 1999)
<b>3.11-34</b>	<b>F.O.B. Destination</b> (April 1999)
<b>3.13-5</b>	<b>Seat Belt Use by Contractor Employees</b> (October 2011)
<b>3.14-3</b>	<b>Foreign Nationals as Contractor Employees</b> (April 2008)
<b>3.2.4-2</b>	<b>Fixed-Priced Contracts with Economic Price Adjustment-Standard Supplies</b> (April 1996)

(a) The Contractor warrants that the unit price stated in the "Schedule" for \_\_\_\_\_ [insert "Schedule" line item number(s)] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term unit price excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term established price means a price that

(1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and

(2) is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly. The Contractor shall certify

(1) on each invoice that each unit price stated in it reflects all decreases required by this clause or

(2) on the final invoice that all required price decreases have been applied as required by this clause.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective:

(i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter or

(ii) if the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) above, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) above.

### **EVALUATION FACTORS FOR AWARD**

Contract(s) will be awarded to the responsible, responsive business concern(s) whose offer best meets the Government's requirements as specified, and offers the best value to the Government based on price.

### **LIST OF ATTACHMENTS**

1. Business Declaration Form - 1 page
2. Scope of work -1 page

## **REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

### **3.1-1      Clauses and Provisions Incorporated by Reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

### **3.2.5-2      Independent Price Determination** (October 1996)

#### **3.2.2.3-10    Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

\_\_\_\_\_  
(country)

(End of provision)

#### **3.2.2.3-15    Authorized Negotiators** (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

(End of provision)

#### **3.2.2.3-70    Taxpayer Identification** (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

### **3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal



taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

### **3.3.1-35 Certification of Registration in System for Award Management (August 2012)**

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### **3.6.2-3 Walsh-Healey Public Contracts Act Representation (October 2010)**

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

### **3.6.2-5 Certification of Non-segregated Facilities (March 2009)**

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

#### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each

subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

### **3.6.2-6 Previous Contracts and Compliance Reports (May 1997)**

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

### **3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

### **3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)**

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product Listed Countries of Origin

_____	_____
_____	_____
_____	_____

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

### **3.6.4-15 Buy American Act Certificate (July 1996)**

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin


[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies accepted from the Buy American Act.

## INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### 3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)
- 3.2.2.3-17 Preparing Offers (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (March 2009)
- 3.2.2.3-19 Contract Award (July 2004)
- 3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: fax or e-mail. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to Michael Widell at [Michael.ctr.Widell@faa.gov](mailto:Michael.ctr.Widell@faa.gov) or by fax at (425) 227-1055.

Or mail to:

DOT- Federal Aviation Administration  
Attn: Michael Widell, AAQ-530  
1601 Lind Ave. SW  
Renton, WA 98057-3356

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer. You may confirm receipt of offer by calling the Michael Widell at (425) 227-2042.

### 3.9.1-3 Protest (October 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the

Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
800 Independence Ave., S.W.  
Room 323  
Washington, DC 20591

Telephone: (202) 267-3290  
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

**3.13-1 Approval of Contract (October 2001)**

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

**3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (August 2012)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from SAM clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

# **BUSINESS DECLARATION**

1 Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_

2 Address of Firm: \_\_\_\_\_ DUNS No.: \_\_\_\_\_

3 a. Telephone Number of Firm: \_\_\_\_\_ b. Fax Number of Firm: \_\_\_\_\_

4 a. Name of Person Making Declaration \_\_\_\_\_

b. Telephone Number of Person Making Declaration \_\_\_\_\_

c. Position Held in the Company \_\_\_\_\_

5 Controlling Interest in Company (*"X" all appropriate boxes*)

☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American

☐ e. Other Minority (*Specify*) \_\_\_\_\_ ☐ f. Other (*Specify*) \_\_\_\_\_

☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business

6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*) \_\_\_\_\_

7 Nature of Business (*Specify all services/products (NAIC)*) \_\_\_\_\_

8 (a) Years the firm has been in business \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_

9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership

☐ c. Other (Explain) \_\_\_\_\_

10. Gross receipts of the firm for the last three years:

a.1. Year Ending: _____	b.1. Gross Receipts _____
a.2. Year Ending: _____	b.2. Gross Receipts _____
a.3. Year Ending: _____	b.3. Gross Receipts _____

11. Is the firm a small business? ☐ a. Yes ☐ b. No

12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No

13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING \_\_\_\_\_**  
**ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE**  
**THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14. a. \_\_\_\_\_ b. Date: \_\_\_\_\_

c. Typed Name \_\_\_\_\_ d. Title: \_\_\_\_\_



## **SOW- FY13 REQUIREMENTS FOR PETROLEUM, OIL AND LUBRICANTS (POL)**

FAA FACILITIES: COLD BAY, AK

COR: Sherry McCown  
Phone 907-271-6772  
Fax 907-271-3306

Delivery Locations:

### **DIESEL FUEL #1**

Item #1

FAA Cold Bay Shop, 1/1000 Gallon A/G Storage Tanks  
Latitude: 55.2006 Longitude: -162.7158

Item #2

FAA LIVQ, House 141, 142, 144, 145, 4 each 500 Gallon A/G Storage Tanks  
Vicinity of Latitude: 55.2006 Longitude: 162.7158

Automatic delivery required once a month between 10-1-12 and 8-31-13 for heating fuel.

Contractor shall top off all the tanks on or about 8/31/13 and then withhold delivery until 10/1/13 or later.

### **GASOLINE**

FAA Compound, Cold Bay Airport. Estimated annual requirement is 1,500 gallons, into 1/1000 UST.  
On-Call delivery for gasoline.

Delivery by tank truck with hose.